AGREEMENT FOR PURCHASE AND SALE OF VESSEL

PARTIES

The parties to this Agreement for Purchase and Sale of Vessel are

("Seller"), of , Seattle, WA 98116, and

("Buyer"), of , Seattle, WA 98117.

RECITALS

Seller wishes to sell to Buyer and Buyer wishes to purchase from Seller the vessel VESSELNAME, O/N-, and certain fishing gear and equipment.

AGREEMENT

In consideration of the mutual promises, the sufficiency of which is acknowledged, the parties agree as follows:

1. Sale of Vessel. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller on the Closing date (as defined below):

a. Vessel. The vessel, VESSELNAME, O/N-, together with all of the mechanical and electrical equipment, supplies, spare parts, and fuel and lubricating oils currently on board the Vessel (collectively, hereinafter the "Vessel").

b. No Fishery Rights/History Sold. NO FISHING, PROCESSING, OR TENDERING RIGHTS OR PRIVILEGES OR HISTORY OF ANY KIND OR NATURE ARE INCLUDED WITH THE VESSEL OR SOLD PURSUANT TO THIS AGREEMENT.

c. Gear. This sale includes miscellaneous fishing and other gear and equipment belonging or pertaining to the Vessel located in \_\_\_\_\_\_\_\_, AK; including bailers, buoy balls, net lights, towlines, some extra nets, tools, spare parts, and filters (collectively, the "Gear").

The Vessel and Gear are also referred to herein collectively as the "Sale Assets."

2. Consideration.

a. Purchase Price. Buyer shall pay the Seller the sum of \_\_\_\_\_\_\_\_\_ THOUSAND and 00/100 DOLLARS ($\_\_\_000.00) (the "Purchase Price") for the Vessel and Gear.

b. Terms. The Buyer shall pay the Purchase Price upon Closing as follows:

i. A down payment of \_\_\_\_\_\_\_\_\_\_\_ (~ ,000.00) (the "Down Payment").

ii. A secured promissory note in favor of Seller for the amount of the balance of the Purchase Price ($\_\_\_\_\_\_\_\_,000.00) in substantially the form set forth as Exhibit A (the “Note”).

iii. A preferred maritime mortgage on the Vessel in favor of Seller in substantially the form attached as Exhibit B (the “Mortgage”).

3. Representations and Warranties.

a. Of Seller. Seller makes the following representations and warranties:

i. Seller is the sole owner of the Vessel, with good title thereto and full authority to enter into this Agreement and all other documents executed and delivered that are to be executed and delivered in connection with this transaction.

ii. Seller will transfer the Vessel free and clear of any defects of title, recorded or unrecorded liens (including but not limited to maritime liens), claims, liabilities or encumbrances of any kind or nature, except those in favor of Seller arising from this Agreement.

iii. Seller is a citizen of the United States within the meaning of Section 2 of the Shipping Act, 1916, as amended (46 U.S.C. 802). The ownership, management, and control of the Vessel complies with, and Seller has not engaged in any acts or omissions that would invalidate compliance with, the requirements for U.S. Citizenship under the American Fisheries Act.

iv. To the knowledge of Seller there are no claims, actions, suits, arbitrations, or proceedings pending, threatened, or anticipated against the Vessel.

b. Of Buyer. Buyer makes the following representations and warranties:

i. Buyer has the power and authority to enter into this Agreement and all other documents executed and delivered that are to be executed and delivered in connection with this transaction.

ii. Buyer is a U.S. citizen eligible to receive the Vessel in accordance with U.S. law and regulations, including the American Fisheries Act and NMFS regulations.

4. Assumption of Liability.

a. Of Seller. Seller assumes liability for and agrees to indemnify, defend, protect, save, and hold harmless Buyer and the Vessel from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, costs, expenses and disbursements, including legal and accounting fees and expenses and costs of investigation and litigation whether founded or unfounded, of whatsoever kind and nature, which may be imposed upon, incurred by or asserted against Buyer or the Vessel at any time after the date of this Agreement resulting from any misrepresentation, breach of warranty, or nonfulfillment of any agreement on the part of Seller under this Agreement, or any act or omission occurring prior to Closing.

b. Of Buyer. Buyer assumes liability for and agrees to indemnify, defend, protect, save, and hold harmless Seller from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, costs, expenses and disbursements, including legal and accounting fees and expenses and costs of investigation and litigation whether founded or unfounded, of whatsoever kind and nature which may be imposed upon, incurred by or asserted against Seller at any time after the date of this Agreement resulting from any misrepresentation, breach of warranty, or nonfulfillment of any agreement on the part of Buyer under this Agreement or any act or omission occurring subsequent to Closing.

5. Delivery. The Vessel shall be deemed delivered to Buyer where it is currently drydocked at the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Seller will timely and in good faith convey and deliver the Gear to Buyer.

6. Title, Risk of Loss. Title to and risk of loss of or damage to the Vessel shall pass from Seller to Buyer upon Closing. In the event of a total loss or total constructive loss of the Vessel prior to the Closing, this Agreement shall automatically terminate. Should the Vessel be damaged prior to Closing, but not constituting a total or constructive total loss, Buyer may, at Buyer's sole option, terminate this Agreement by giving written notice to Seller within 5 days after Buyer has received notice of the loss and has had an opportunity to inspect the Vessel.

7. Conditions Precedent to Obligations of Buyer to Close This Agreement. The obligations of Buyer to close this Agreement are subject to each of the following conditions, any or all of which may be waived in writing by Buyer:

a. Seller shall have delivered all documents and taken all steps in accordance with Section 10.

b. Seller’s representations and warranties will be true and correct as of the Closing.

c. Seller will not dispose of any tangible or intangible property sold pursuant to this Agreement prior to Closing.

8. Conditions Precedent to Obligations of Seller to Close This Agreement. The obligations of Seller to close this transaction are subject to each of the following conditions, any or all of which may be waived in writing by Seller:

a. Buyer shall have delivered all documents and taken all steps in accordance with Section 10.

b. Buyer’s representations and warranties will be true and correct as of the Closing.

9. Conditions of Vessel and Sale.

a. Condition of Vessel. Buyer has had a full opportunity to inspect the Vessel and accepts its condition "AS IS, WHERE IS, AND WITH ALL FAULTS."

b. Conditions of Sale. EXCEPT AS HEREIN PROVIDED, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY OF THE PARTICULARS, THE ADMEASUREMENT, OR THE GROSS OR NET TONNAGES OF THE VESSEL, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF SEA WORTHINESS, USAGE OR TRADE, MERCHANTABILITY, AND FITNESS OF THE VESSEL FOR ANY PARTICULAR PURPOSE. Buyer further agrees that it is not relying upon any oral representations of the Seller, its officers or agents, other than contained in this Agreement.

10. Closing. The closing of the transaction contemplated by this Agreement shall occur in the offices of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Closing Agent") at \_\_\_\_\_\_\_\_\_\_\_, Seattle, WA 98105, as soon as practicable, upon the satisfaction of the conditions contained in paragraphs 7 and 8, but not later than \_\_\_(date)\_\_\_, or at such other time, date, and place as Seller and Buyer shall agree in writing (the "Closing").

a. Buyer's Obligations: On or before Closing, Buyer shall deliver to the Closing Agent, fully completed and executed as appropriate:

i. The Down Payment.

ii. The Note.

iii. The Mortgage.

iv. A USCG Application for Re-Documentation of the Vessel in the name of the Buyer prepared by the Closing Agent.

v. Any and all documents necessary to document the Vessel into the name of Buyer and as required by Seller as lender to accomplish the intent of this Agreement.

b. Seller's Obligations: On or before Closing, Seller shall deliver to the Closing Agent, fully completed and executed as appropriate:

i. A USCG Bill of Sale prepared by the Closing Agent transferring title in the Vessel to Buyer, free and clear of all claims, liens, and encumbrances, and warranting title in the Vessel to Buyer.

ii. Any and all other documents necessary to transfer the Vessel to Buyer free and clear of all liens, claims, and encumbrances, except those in favor of Seller arising from this Agreement.

c. Buyer and Seller shall each pay its own attorney fees and costs. Buyer shall pay the Closing Agent's fees and costs.

11. Commission and Fees. Each of the parties represents and warrants that it has not dealt with any broker or finder in connection with any of the transactions contemplated by this Agreement and no broker or other person is entitled to any commission or finder's fee in connection with any of these transactions. Each of the parties agrees to indemnify, defend, protect, save, and hold harmless the other from and against any breach of this provision.

12. Notices and Requests. All notices and requests in connection with this Agreement shall be given in writing and are deemed delivered upon hand-delivery or delivery by national courier, or 3 days after deposit in first class, registered, or certified mail to the address set forth in the opening paragraph of this agreement, or upon confirmation of transmission by facsimile or upon transmission by electronic mail (email) to the facsimile or email address for the party, or to such other address as the party to receive the notice or request shall designate by notice to the other.

13. Assignment. Buyer may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Seller and conformation of all documents to include the assignee acceptable to Seller. This Agreement shall be binding upon and inure to the benefit of the marital communities, personal representatives, heirs, beneficiaries, successors, and assigns of the parties.

14. Miscellaneous. Time is of the essence of this Agreement. This Agreement shall be governed by the laws of the State of Washington, conflicts of laws excepted. Subject to Seller’s sole discretion, the parties agree that venue of any dispute arising out of this Agreement shall be laid in the courts of competent subject matter jurisdiction located in King County, Washington. This Agreement sets forth the entire Agreement of the parties and shall not be modified, except by written agreement signed after the date hereof on behalf of Buyer and Seller by their respective representatives.

15. DRAFTING AGREEMENT. THE PARTIES EACH ACKNOWLEDGE THAT THE BUYER'S COUNSEL PREPARED THIS AGREEMENT ON BEHALF OF AND IN THE COURSE OF HIS REPRESENTATIONS OF THE BUYER, AND THAT:

a. SELLER HAS BEEN ADVISED TO AND HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL;

b. NEITHER SELLER NOR BUYER HAS RECEIVED ANY ADVICE OR REPRESENTATIONS FROM THE SELLER'S COUNSEL ABOUT THE TAX CONSEQUENCES OF THIS AGREEMENT; AND

c. SELLER AND BUYER HAVE HAD A JOINT OPPORTUNITY IN DRAFTING THIS AGREEMENT AND AGREE THAT NO RULE OF CONSTRUCTION AGAINST THE DRAFTER SHALL BE APPLIED.

16. Execution. This Agreement may be executed in counterparts, and an executed copy of this Agreement delivered by facsimile or electronic mail shall be deemed an original. Effective the last date executed below.

SELLER: BUYER: